Pacific Air Forces

Integrity - Service - Excellen ce

Preconstruction n Orientation



Orientation HQ PACAF/LGC

U.S. AIR FORCE



Objectives

- Analyze the benefits of conducting a preconstruction orientation
- List Contracting Officer responsibilities
- Determine which key personnel should attend a preconstruction orientation
- Discuss each element listed on the AF Form 3035,
 Preperformance Conference and Pre-Final Payment Checklist
- Conduct a preconstruction orientation with limited assistance



Benefits

- Provides a forum for answering questions or clarifying concerns
- Outlines the Government's role and responsibilities
- Outlines the contractor's role and responsibilities
 - Statutory matters
 - Other matters of significant interest



Contracting Officer Responsibilities

- Conduct the conference prior to the start of construction at the work site
- Notify the successful offeror of the date, time, and location of the conference
- Inform the successful offeror of the proposed agenda and any need for attendance by subcontractors



Key Personnel

Contracting Officer (CO)

Fire Protection

- Contract Administrator
- Security Forces

- Contracting Officer's Technical Representative (COR)
- Environmental Protection

- Contractor
 - Subcontractors

Safety



AF Form 3035, Preperformance Conference and Pre-Final Checklist

Section I: General

Section II: Labor (Not applicable to Japan bases)

Section III: Miscellaneous

Section IV: Other Topics



Item 1. Function and Authority of U.S. Government Personnel

- Contracting officer
- Technical representative
- Technical inspectors
- Other (Contract administrator)

Item 2. Progress Charts

- Submission of intended progress
- Periodic reports
- Compliance with intended schedule



Item 3. Inspection

- Compliance with specifications
- Tests to be performed
- Maintenance of records
- Final inspection and acceptance

Item 4. Superintendence by Contractor



Item 5. Passes for Employees and Vehicles

Item 6. Clean Up

Item 7. Government Property Other Than GFP

- Protection of material and work by contractor
- Protection of existing facilities
- Preservation of existing vegetation



Item 8. Operation of Storage Area

- Description and use of storage area
- Erection and removal of temporary buildings
- Authorized use of roadways

Item 9. Safety

- Contractor operated equipment
- Compliance with:
 - (1) Safety and accident prevention clause
 - (2) AFM 127-101, Accident Prevention Handbook
 - (3) U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1
- Notification of injuries to Contracting Officer
- Airfield Safety Precautions



Item 10. Changes, Authorized Only by the Contracting Officer

Item 11. Actual and Potential Labor Disputes



Item 12. Davis-Bacon Act Applicability

- Requirements
 - List of subcontractors
 - Classification and wage rates
 - Use of apprentices
 - Submission of payrolls and affidavits
- Violations



- Item 13. Work Hours Applicability
 - Requirements
 - Violations
- Item 14. Walsh Healy Public Contracts Act



Item 15. Copeland Antikickback Act

Item 16. Equal Employment Opportunity

- Posting Notice
- Violations



Item 17. Service Contract Act of 1965

Item 18. Field Checks



Section III - Miscellaneous

Item 19. Government Furnished Property

- Use Only For Performance of Contract
- Maintenance and Preservation
- Risk of Loss
- Inventory, Return, or Disposal

Item 20. Military Security Requirements



Section III - Miscellaneous

Item 21. Approval of Subcontractors

Item 22. Payment

- Submission of invoices
- Final release



Section III - Miscellaneous

Item 23. Utilities

- Payment or Nonpayment
- Temporary connections

Item 24. Warranties and Operation Manuals



Section IV- Other Topics

- Insurance
- Material Submittals
- Performance/Payment Bonds
- Special Permits
- Differing Site Conditions



Forms

- Section I: General
 - Attendance sheet
 - AF Form 3064, Contract Progress Schedule
 - AF Form 3065, Contract Progress Report
- Section II: Labor
 - SF 1413, Statement and Acknowledgement Form
 - "Equal Employment Opportunity Is The Law" poster
 - DoL Form WH-347, Payroll (For Contractor's Optional Use)
 - DD Form 879, Statement of Compliance

Section III: Miscellaneous

- AF Form 66, Schedule of Material Submittals
- AF Form 3000, Material Submittal Approval
- SF 25, Performance Bond
- SF 25-A, Payment Bond
- Contractor's Release of Claims



AF Form 3035, Preperformance Conference and Pre-Final Payment Checklist

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	B. TECHNICAL REPRESENTATIVE	TORIZED TO BIND GOVERNMENT	-		
	C. TECHNICAL INSPECTORS				
	D. OTHER				
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	B. PERIODIC REPORTS				(CORRECTIONS CONTRACTOR
	C. COMPLIANCE WITH INTENDED SCHEDULE				215
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	A. COMPLIANCE WITH SPECIFICATIONS				
	B. TESTS TO BE PERFORMED				
	C. MAINTENANCE OF RECORDS				
	D. FINAL INSPECTION AND ACCEPTANCE				
4.	SUPERINTENDENCE BY CONTRACTOR				
5.	PASSES FOR EMPLOYEES AND VEHICLES				
3.	CLEAN UP				
7.	GOVERNMENT PROPERTY OTHER THAN GFP				
	A. PROTECTION OF MATERIAL AND WORK BY CO	NTRACTOR			
	B. PROTECTION OF EXISTING FACILITIES				
	C. PRESERVATION OF EXISTING VEGETATION				
3.	OPERATION OF STORAGE AREAS				
	A. DESCRIPTION AND USE OF AUTHORIZED AREA				
	B. ERECTION AND REMOVAL OF TEMPORARY BUI C. AUTHORIZED USE OF ROADWAYS	LDINGS			
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	B. COMPLIANCE WITH:				
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	C. NOTIFICATION OF INJURIES TO CONTRACTING				
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	II - LABOR				
1.	ACTUAL AND POTENTIAL LABOR DISPUTES				2 pla vi-
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AF FORM 3035, 19701101 (REVERSE) (EF-V2)



AF Form 3064, Contract Progress Schedule

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AF Form 3065, Contract Progress Report

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Integrity - Service - Excellence



SF 1413, Statement and Acknowledgement

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Equal Employment is the Law

Equal Employment Opportunity is

THE LAW

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under the following Federal authorities:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, prohibits job discrimination because of disability and requires affirmative action to employ and advance in employment qualified individuals with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

VIETNAM ERA, SPECIAL DISABLED, RECENTLY SEPARATED, AND OTHER PROTECTED VETERANS

38 U.S.C. 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans, qualified special disabled veterans, recently separarted veterans, and other protected veterans.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCP), Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 2021 0 or call (202) 693-0101, or an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Private Employment, State and Local Governments, Educational Institutions

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under the following Federal laws:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex or national origin.

DISABILITY

The Americans with Disabilities Act of 1990, as amended, protects qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability. The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations that do not impose undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination on the basis of age in hiring, promotion, discharge, compensation, terms, conditions or privileges of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act of 1964, as amended (see above), the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment.

Retaliation against a person who files a charge of discrimination, participates in an investigation, or opposes an unlawful employment practice is prohibited by all of these Federal laws.

If you believe that you have been discriminated against under any of the above laws, you should contact immediately:

The U.S. Equal Employment Opportunity Commission (EEOC), 1801 L. Street, N.W., Washington, D.C. 20507 or an EEOC field office by calling toll free (800) 669-4000. For individuals with hearing impairments, EEOC's toll free TDD number is (800) 669-6820.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX

In addition to the protection of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the

primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs activities which receive Federal

INDIVIDUALS WITH DISABILITIES

Sections 501, 504 and 505 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance in the federal government. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with reasonable accommodation, can perform the essential functions

If you believe you have been discriminated against in a program of any institution which receives Federal assistance, you should contact immediately the Federal agency providing such assistance.



Notice to All Employees

NOTICE TO ALL EMPLOYEES



APPRENTICES

PROPER PAY

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

If you do not receive proper pay, contact the Contracting Officer listed below:



or you may contact the nearest office of the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division has offices in several hundred communities throughout the country. They are listed in the U.S. Government section of most telephone directories under: U.S. Department of Labor Employment Standards Administration

U.S. Department of Labor Employment Standards Administration Wage and Hour Division



Working on Federal or Federally Financed Construction Projects

MINIMUM WAGES

OVERTIME

You must be paid not less than the wage rate in the schedule posted with this Notice for the kind of work you perform.

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 a week. There are some exceptions.

WH Publication 1321 Revised January 1986

Ú U.S. GOVERNMENT PRINTING OFFICE: 1988-209-866



Department of Labor WH-347, Payroll (Front)

U.S. Department of Labor **PAYROLL** Employment Standards Administration (For Contractor's Optional Use: See Instructions, Form WH-347 Inst.) Wage and Hour Division Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. OR SUBCONTRACTOR NAME OF CONTRACTOR OMB No.: 1215-0149 Expires: 03/31/2006 PROJECT AND LOCATION PROJECT OR CONTRACT NO. PAYROLL NO. FOR WEEK ENDING (8) DEDUCTIONS NET NAME, ADDRESS, AND WAGES SOCIAL SECURITY NUMBER OF EMPLOYEE WORK TOTAL HOLDING FOR WEEK

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

FORM WH-347, Revised Nov. 1998 - FORMERLY SOL 184 - PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS



Department of Labor WH-347, Payroll (Back)

Date	(b) WHERE FRINGE BENEFITS ARE PAID IN CA	ASH
(Name of Signatory Party) (Title) do hereby state: (1) That I pay or supervise the payment of the persons employed by	as indicated on the payroll, an a	in the above referenced payroll has been paid, mount not less than the sum of the applicable amount of the required fringe benefits as listed in Section 4(c) below.
(Contractor or Subcontractor) on the	EXCEPTION (CRAFT)	EXPLANATION
(Building or Work)		
day of,, and ending theday of,, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said		
(Contractor or Subcontractor) from the full		
weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Ad, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:		
(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed. (3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, of if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.	REMARICS:	
(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract	NAME AND TITLE SIGNATURE THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE S SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE	
have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.	31 OF THE UNITED STATES CODE.	SECTION TO THE TO AND SECTION 231 OF THEE

* U.S. G.P.O.:1997 519.861



DD Form 879, Statement of Compliance

	STATEMENT OF COMPL			Form Approved OMB No. 1215-0149 Expires June 30, 2000
The public reporting burden for this collection and maintaining the data needed, and comple including suggestions for reducing the burden, Highway, Suite 1204, Arlington, VA 22202-431 collection of information if it does	of information is estimated to average 16 minute ting and reviewing the collection of information to Department of Defense, Washington Headqu 22. Respondents should be aware that notwith surrently valid OMB control number.	es per response . Send comme larters Services, standing any oth	including the time for reviewing instructions, so risk regarding this burden estimate or any othe Directorate for Information Operations and Rep er provision of law, no person shall be subject	earching existing data sources, gathering or aspect of this collection of information, oorts (1215 - 0149), 1215 Jefferson Davis to any penalty for failing to comply with a
PLEASE DO NOT RETURN YOUR COM 1. PAYROLL NUMBER	2. PAYROLL PAYMENT DATE	ESS. RETUR	RN THE COMPLETED FORM TO THE CO	4. DATE (YYYYMMDD)
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as defined in Regulations, Part 3	(29 CFR Subtitle A), issued by the S	ecretary of l	Labor under the Copeland Act, as ar	mended
(48 Stat. 948, 63 Stat. 108, 72 Stat.	at. 967; 76 Stat. 357; 40 U.S.C. 276	c), and desc	ribed below:	
for laborers or mechanics contain contract; that the classifications is (3) That any apprentices er apprenticeship agency recognize agency exists in a State, are regis (4) That: (a) WHERE FRINGE BENION (b) WHERE FRINGE BENION (c) WHERE FRINGE BENION (c) WHERE FRINGE BENION (c) EXCEPTIONS	ed therein are not less than the app to forth therein for each laborer or m ployed in the above period are did d by the Bureau of Apprenticeship stered with the Bureau of Apprentice FIFS ARE PAID TO APPROVED F asis hourly wage rates paid to each sted in the contract have been or wi Section 4(5) below. VEFITS ARE PAID IN CASH trobanci listed in the above reference	licable wage echanic con uly registere and Trainin ship and Tra PLANS, FUN laborer or m II be made to	d in a bona fide apprenticeship pro g, United States Department of Lat aining, United States Department of	mination incorporated into the gram registered with a State bor, or if no such recognized Labor. sed payroll, payments of fit of such employees, roll, an amount not less s listed in the contract,
EXCEPT	ION (Craft)	_	EXPLANATIO	IN
5. REMARKS				
6. NAME (Last, First, Middle Initial)	7. TITLE		8. SIGNATURE	
The willful falsification of any of the See Section 1001 of Title 18 and Se	ection 3729 of Title 31 of the United	States Code	э.	
DD FORM 879 APR 1998 (I	FG) PREVIOUS ED	л ПОМ МАУ	BE USED. Design	ned using Perform Pro. WHS/DIOR, Apr 98

Integrity - Service - Excellence



AF Form 66, Schedule of Material Submittals

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AF Form 3000, Material Approval Submittal

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SF 25, Performance Bond

	PERFORMANCE BOND (See instructions on reverse)		ATE BOND EXECUTED ontract)	most bo dans si			lo.: 9000-004
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ourpose of allo	e penal sum, we bind ourselves, our hi rporations acting as co-sureties, we, the wing a joint action or actions against ar he payment of the sum shown opposite the.	nv or all of us.	For all other purpose	es, each Surety	binds itse	elf, jointly and	severally with t
•	as entered into the contract identified abo	ve.					
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SF 25A, Payment Bond

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	IGATION:	and Surety(ies), are firmly bound to				_		
payn Sure purp Princ	nent of the ties are corp ose of allow	penal sum, we bind ourselves, our orations acting as co-sureties, we, the ing a joint action or actions against is payment of the sum shown opposite	heirs, executors e Sureties, bind any or all of us.	 administrators, and ourselves in such sur For all other purpose 	successors, jo n "jointly and s es, each Surety	intly and everally" a binds itse	severally. Ho as well as "sev elf, jointly and	wever, where the erally" only for the severally with the
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		Surety(ies) executed this payment bo	nd and affixed t	neir seals on the above	date.			
		, ,,						
				RINCIPAL				
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		(Seal)		(Seal)			{Seal}	Corporate
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AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 25A (REV. 10-98) Prescribed by GSA-FAR (48 CFR) 53 2228(c)



Summary



- Analyze the benefits of conducting a preconstruction orientation
- List Contracting Officer responsibilities
- Determine which key personnel should attend a preconstruction orientation
- Discuss each element listed on the AF Form 3035,
 Preperformance Conference and Pre-Final Payment Checklist
- Conduct a preconstruction orientation with limited assistance